

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 64	
2. Amendment/Modification No. 0001		3. Effective Date 10APR1998		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By ACALA AMSTA-AC-PCW-A LINDA DITTMER (309) 782-3136 ROCK ISLAND IL 61299-7630 EMAIL: LDITTMER@RIA-EMH2.ARMY.MIL		Code W52H09		7. Administered By (If other than Item 6) Code			
				SCD PAS ADP PT			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. DAAE20-97-R-0249	
				<input type="checkbox"/>		9B. Dated (See Item 11) 1998JAN08	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____ The Contract/Order No. In Item 10A.					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror		15C. Date Signed		16B. United States Of America		16C. Date Signed	
(Signature of person authorized to sign)				By (Signature of Contracting Officer)			
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001</p>	<p align="center">Page 2 of 64</p>
---	---	--

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 CHANGED HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES		01-JUL-1993

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2 CHANGED 52-201-4501	NOTICE ABOUT ACALA OMBUDSMAN	01-NOV-1995
-----------------------	------------------------------	-------------

a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.

b. If you think that this solicitation:

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army ACALA
 AMSTA-AC-AP (OMBUDSMAN)
 Rock Island IL 61299-7630
 Toll Free: 1-888-782-6621 or Commercial: (309) 782-6621
 Electronic Mail Address: AMSTA-AC-AP@ria-emh2.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) ACALA solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

Name of Offeror or Contractor:

AS7006

3 CHANGED 52.211-4503
ACALA

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL
SPECIFICATIONS AND STANDARDS

01-DEC-1997

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 4 of 64
Name of Offeror or Contractor:		

*** END OF NARRATIVE A001 ***

A-5

IN ACCORDANCE WITH THE CHANGES CLAUSE THE CONTRACTOR MAY BE CALLED UPON TO UTILIZE DVD (DIRECT VENDOR DELIVERY) TO SATISFY URGENT OR BACKORDER SITUATIONS. IN SUCH INSTANCES THE CONTRACTOR MAY BE DIRECTED TO USE BEST COMMERCIAL PACKAGING. THE CONTRACTOR MAY ALSO BE CALLED UPON TO USE ITS BEST EFFORTS TO ACCOMPLISH SHIPMENT WITHIN 24 HOURS. ELECTRONIC MAIL WILL BE UTILIZED FOR ALL ASPECTS OF DVD. PLEASE PROVIDE YOUR COMPANY POC AND EMAIL ADDRESS FOR THIS EFFORT.

*** END OF NARRATIVE A002 ***

A-6

1. THIS PROCUREMENT IS FOR ERLS (ELIMINATION OF RADIO ACTIVE LIGHT SOURCES). THE PRODUCTION QUANTITIES ARE STRUCTURED FOR A REQUIREMENTS CONTRACT (SEE FAR 16.503), FOR EACH INDIVIDUAL, SEVERABLE KIT AND APPLICATION CLIN FOR THREE (3) YEARS, WITH TWO ONE YEAR OPTIONS TO EXTEND THE TERM OF THE CONTRACT IN ACCORDANCE WITH FAR 52.217-9, FOR A MAXIMUM TOTAL CONTRACT PERIOD OF FIVE YEARS. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES.

2. THE ORDERING PERIODS ARE AS FOLLOWS:

ORDERING PERIOD (1) AWARD DATE TO 30 APRIL 1999
ORDERING PERIOD (2) 1 MAY 1999 TO 30 APRIL 2000
ORDERING PERIOD (3) 1 MAY 2000 TO 30 APRIL 2001
ORDERING PERIOD (4) 1 MAY 2001 TO 30 APRIL 2002
ORDERING PERIOD (5) 1 MAY 2002 TO 30 APRIL 2003

3. PRICES WILL BE PROPOSED ON AN FOB ORIGIN BASIS FOR ALL CLIN'S EXCEPT CLIN 0043 AND 0044 WHICH SHALL BE PRICED FOB DESTINATION. SHIPMENTS WILL BE MADE TO THE ADDRESSES INDICATED IN SECTION B OF THE RESULTING DELIVERY ORDERS.

4. IT IS REQUESTED THAT THE OFFEROR SUBMIT PRICES (PAGES 24A THRU 24K) FOR ALL 42 FIRM FIXED PRICE CLINS, AND FOR ALL QUANTITY RANGES WHICH APPLY TO EACH PARTICULAR CLIN. IN ADDITION, SUBMIT A COST BREAKDOWN FOR THE TIME AND MATERIAL LABOR RATES FOR CLIN 0040 - REBUILD, AND CLIN 0042 - SYSTEM TECHNICAL SUPPORT.

*** END OF NARRATIVE A003 ***

A-7

SAFETY CLARIFICATION - CONTRACTOR SHALL PERFORM AND RETAIN RECORDS OF DECONTAMINATION/WIPES VERIFYING CONTAMINATION LEVELS LESS THAN 100 DPM PRIOR TO INSTALLING THE ERLS KIT. CONTRACTOR SHALL PROVIDE TACOM - ACALA, AMSTA-AC-SF, ROCK ISLAND, IL 61299-7630, (SAFETY OFFICE) WITH QUANTITY OF TRITIUM BEING STORED AT THE CONTRACTORS FACILITY.

*** END OF NARRATIVE A004 ***

A-8

1. IN ACCORDANCE WITH THE STATEMENT OF WORK (ATTACHMENT 001) WHEN THE COST OF AN ITEM FOR REWORK/REBUILD REACHES 65% OF THE ITEM'S REPLACEMENT COST TO REABUILD/REPAIR/REWORK IT SHALL NOT BE CONSIDERED A CANDIDATE FOR THE REWORK/REBUILD PORTION OF THIS CONTRACT.

2. ITEMS DAMAGED BEYOND THE 65% REPAIR LEVEL ARE AUTHORIZED FOR 100% CANNIBALIZATION. A STOCK MANAGEMENT SYSTEM SHALL BE ESTABLISHED FOR CANNIBALIZED COMPONENTS. NO OTHER ACTION TO REPLACE OR REPAIR SUCH ITEMS IS AUTHORIZED AT THIS TIME.

3. WITH THE EXCEPTION OF A PORTION OF THE M1A1 COLLIMATORS AS GFM FOR NEW PRODUCTION ITEMS, THE REQUIREMENTS AS STATED BY CLINS 0001 THRU 0039 OF THIS REQUIREMENTS CONTRACT ARE LIMITED TO EXISTING FLEET RETRO FIT AND ARE NOT FOR NEW PRODUCTION ITEMS.

4. AN OPTION CLAUSE AND A WARRANTY CLAUSE ARE HEREBY MADE A PART OF THIS DOCUMENT. (ATTACHMENTS 12 & 13)

*** END OF NARRATIVE A005 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 5 of 64
Name of Offeror or Contractor:		

A-9

THE PARTIES MAY AGREE UNDER THIS CONTRACT TO ESTABLISH A STOCK OF GOVERNMENT FUNDED REPAIR PARTS FOR USE IN THE REBUILD PORTION OF THE CONTRACT, THE ITEMS AND QUANTITIES BEING SPECIFICALLY APPROVED BY THE CONTRACTING OFFICER, WHICH WILL BECOME THE PROPERTY OF THE GOVERNMENT IMMEDIATELY UPON PURCHASE BY THE CONTRACTOR. ANY RESIDUAL MATERIALS LEFT IN THIS SUPPLY AT THE END OF THE CONTRACT WILL REMAIN THE PROPERTY OF THE GOVERNMENT. THE CONTRACTOR MAY RECOMMEND TO THE CONTRACTING OFFICER REPLENISHMENT POINTS AND ECONOMIC ORDERING QUANTITIES FOR DEPLETED STOCK. THE CONTRACTING OFFICER'S APPROVAL SHALL BE REQUIRED FOR PLACING REORDERS.

NO OTHER PRODUCTION EQUIPMENT OR SUPPLIES WILL BE FURNISHED BY THE GOVERNMENT.

*** END OF NARRATIVE A006 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	SUBMIT PRICES (PAGES 24A THROUGH 24K) FOR ALL 42 FIRM FIXED PRICE CLINS, AND FOR ALL QUANTITY RANGES WHICH APPLY TO EACH PARTICULAR CLIN. SUBMIT A COST BREAKDOWN FOR THE TIME AND MATERIAL LABOR RATES FOR CLIN 0040 - REBUILD AND CLIN 0042 - SYSTEM TECHNICAL SUPPORT (STS)				
	(End of narrative A001)				
	<u>Supplies or Services and Prices/Costs</u>				
0002	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: M14A1 QUADRANT KIT SECURITY CLASS: Unclassified				
	NSN: 1290-00-150-8891				
	(End of narrative B002)				
0003	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
0003	NOUN: APPLICATION SECURITY CLASS: Unclassified				
	APPLICATION CLIN FOR M14A1 QUADRANT				
	NSN: 1290-00-150-8891				
	(End of narrative B001)				
0003	<u>Packaging and Marking</u>				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: M113A1 PANTEL KIT SECURITY CLASS: Unclassified				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 7 of 64
--------------------	--	--------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	NSN: 1290-00-150-8886 (End of narrative B002) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: APPLICATION SECURITY CLASS: Unclassified APPLICATION CLIN FOR M13A1 PANTEL TELESCOPE NSN: 1240-00-150-8886 (End of narrative B001)			\$ _____ \$ _____	\$ _____ \$ _____
0005	<u>Packaging and Marking</u> <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: M114A1 ELBOW TELESCOPE KIT SECURITY CLASS: Unclassified NSN: 1240-00-150-8889 (End of narrative B001)			\$ _____ \$ _____	\$ _____ \$ _____
0006	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: APPLICATION SECURITY CLASS: Unclassified			\$ _____ \$ _____	\$ _____ \$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	APPLICATION CLIN FOR M114A1 ELBOW TELESCOPE NSN: 1240-00-150-8889 (End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: M134A1 MOUNT TELESCOPE KIT SECURITY CLASS: Unclassified NSN: 1240-00-150-8890 (End of narrative B001)				
0008	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: APPLICATION SECURITY CLASS: Unclassified				
0009	APPLICATION CLIN FOR M134A1 MOUNT TELESCOPE NSN: 1240-00-150-8890 (End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: M187 MOUNT TELESCOPE KIT SECURITY CLASS: Unclassified				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 9 of 64
--------------------	--	--------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	NSN: 1240-01-277-0474 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: APPLICATION SECURITY CLASS: Unclassified APPLICATION CLIN FOR M187 MOUNT TELESCOPE NSN: 1240-01-277-0474 (End of narrative B001)			\$ _____ \$ _____	\$ _____ \$ _____
0011	<u>Packaging and Marking</u> <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: M137A1 PANTEL KIT SECURITY CLASS: Unclassified NSN: 1240-01-277-0472 (End of narrative B001)			\$ _____ \$ _____	\$ _____ \$ _____
0012	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: APPLICATION SECURITY CLASS: Unclassified			\$ _____ \$ _____	\$ _____ \$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	APPLICATION CLIN FOR M137A1 PANTEL TELESCOPE NSN: 1240-01-277-0472 (End of narrative B001) <u>Packaging and Marking</u> <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: M90A2 TELESCOPE KIT SECURITY CLASS: Unclassified NSN: 1240-01-277-2875 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
0014	NOUN: APPLICATION SECURITY CLASS: Unclassified APPLICATION CLIN FOR M90A2 TELESCOPE NSN: 1240-01-277-2875 (End of narrative B001) <u>Packaging and Marking</u> <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
0015	NOUN: M171 MOUNT TELESCOPE KIT SECURITY CLASS: Unclassified APPLICATION CLIN FOR M90A2 TELESCOPE NSN: 1240-01-277-2875 (End of narrative B001) <u>Packaging and Marking</u> <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 11 of 64
--------------------	--	---------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	NSN: 1240-01-039-7273 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: APPLICATION SECURITY CLASS: Unclassified APPLICATION CLIN FOR M171 MOUNT TELESCOPE NSN: 1240-01-039-7273 (End of narrative B001)			\$ _____	\$ _____
0017	<u>Packaging and Marking</u> <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: M137 PANTEL KIT SECURITY CLASS: Unclassified NSN: 1240-01-038-0531 (End of narrative B001)			\$ _____	\$ _____
0018	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: APPLICATION SECURITY CLASS: Unclassified			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	APPLICATION CLIN FOR M137 PANTEL TELESCOPE NSN: 1240-01-038-0531 (End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: M138 ELBOW TELESCOPE KIT SECURITY CLASS: Unclassified NSN: 1240-01-038-0530 (End of narrative B001)				
0020	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: APPLICATION SECURITY CLASS: Unclassified				
0021	APPLICATION CLIN FOR M138 ELBOW TELESCOPE NSN: 1240-01-038-0530 (End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: M17 QUADRANT KIT SECURITY CLASS: Unclassified				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	NSN: 1240-01-037-3883				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin				
	Supplies or Services and Prices/Costs				
0023	PRODUCTION QUANTITY			\$ _____	\$ _____
	NOUN: APPLICATION SECURITY CLASS: Unclassified				
	APPLICATION CLIN FOR M17 QUADRANT				
	NSN: 1240-01-037-3883				
	(End of narrative B001)				
0024	Packaging and Marking				
	Supplies or Services and Prices/Costs				
	PRODUCTION QUANTITY			\$ _____	\$ _____
	NOUN: M18 QUADRANT KIT SECURITY CLASS: Unclassified				
	NSN: 1240-01-037-7289				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin				
	Supplies or Services and Prices/Costs				
	PRODUCTION QUANTITY			\$ _____	\$ _____
	NOUN: APPLICATION SECURITY CLASS: Unclassified				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 14 of 64
--------------------	--	---------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	<p>APPLICATION CLIN FOR M18 QUADRANT</p> <p>NSN: 1240-01-037-7289</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M139 ALIGNMENT DEVICE SECURITY CLASS: Unclassified</p> <p>NSN: 4931-01-048-5834</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____
0026	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M140 ALIGN DEVICE WITH CASE SECURITY CLASS: Unclassified</p> <p>NSN: 4931-01-187-9713</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____
0027	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M140 ALIGN DEVICE W/O CASE SECURITY CLASS: Unclassified</p>			\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 15 of 64
--------------------	--	---------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	<p>NSN: 4931-01-341-5119</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: M1A1 COLLIMATOR W/ CASE SECURITY CLASS: Unclassified</p>			<p>\$ _____</p>	<p>\$ _____</p>
0029	<p>NSN: 1240-00-332-1780</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: APPLICATION SECURITY CLASS: Unclassified</p>			<p>\$ _____</p>	<p>\$ _____</p>
0030	<p>APPLICATION CLIN FOR M1A1 COLLIMATOR WITH CASE</p> <p>NSN: 1240-00-332-1780</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	NOUN: M58 AIMING POST LIGHT SECURITY CLASS: Unclassified				
	NSN: 1290-00-169-1934				
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
0032	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: M59 AIMING POST LIGHT SECURITY CLASS: Unclassified				
	NSN: 1290-00-169-1935				
	(End of narrative B001)				
0033	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: M64/M64A1 MNT TLSCPE W/ELBOW SECURITY CLASS: Unclassified				
	NSN: 1240-01-201-8299				
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	NOUN: APPLICATION SECURITY CLASS: Unclassified APPLICATION CLIN FOR M64/M64A1 MOUNT TELESCOPE WITH ELBOW NOUN: 1240-01-201-8299 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>				
	NOUN: M224 HANDLE & FIRNG MCHNSM KT SECURITY CLASS: Unclassified NSN: 1010-01-237-9033 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				
	<u>Supplies or Services and Prices/Costs</u>				
0035	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: M224 HANDLE & FIRNG MCHNSM KT SECURITY CLASS: Unclassified NSN: 1010-01-237-9033 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>				
	NOUN: APPLICATION SECURITY CLASS: Unclassified APPLICATION CLIN FOR M244 HANDLE AND FIRING MECHANISM NSN: 1010-01-237-9033 (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin				
0036	<u>Supplies or Services and Prices/Costs</u>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 18 of 64
--------------------	--	---------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	<u>PRODUCTION QUANTITY</u> NOUN: M119A1 HOWITZER, CARRYING CASE SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Supplies or Services and Prices/Costs</u>			\$ _____	\$ _____
0038	<u>PRODUCTION QUANTITY</u> NOUN: M198 HOWITZER, CARRYING CASE SECURITY CLASS: Unclassified (End of narrative B002) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Supplies or Services and Prices/Costs</u>	16		\$ _____	\$ _____
0039	<u>PRODUCTION QUANTITY</u> NOUN: M102 HOWITZER, CARRYING CASE SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Supplies or Services and Prices/Costs</u>				
0040	<u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u> NOUN: SPARE PARTS SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Supplies or Services and Prices/Costs</u> <u>REBUILD</u> SECURITY CLASS: Unclassified			\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 19 of 64
--------------------	--	---------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	<p>CLIN 0040 WILL BE AWARDED AS A TIME AND MATERIALS CONTRACT. IN ACCORDANCE WITH FAR PART 16.601, A COST BREAKDOWN FOR T&M LABOR RATES IS REQUIRED (SEE NARRATIVE A-21)</p> <p>(End of narrative B001)</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: STORAGE SECURITY CLASS: Unclassified</p> <p>Storage of Government funded/owned inventory of repair parts for use in the Rebuild portion of the contract.</p> <p>A fixed, monthly storage fee will be based upon the square footage of space estimated to be required for the storage of the Government parts inventory only. For additional details see SOW section C.5 and Section A-12 narrative.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____
0042	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SYSTEM TECHNICAL SUPPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CLIN 0042 WILL BE AWARDED AS A TIME AND MATERIALS CONTRACT. IN ACCORDANCE WITH FAR PART 16.601, A COST BREAKDOWN FOR T&M LABOR RATES IS REQUIRED (SEE NARRATIVE A-21)</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____
0043	<p><u>Supplies or Services and Prices/Costs</u></p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: PERFORMANCE SPECIFICATIONS SECURITY CLASS: Unclassified				
	CLIN 0043 PERFORMANCE SPECIFICATIONS				
	SPECIFICATION SHEETS				
	ON-CARRIAGE M14A1 ELBOW TELESCOPE M138 TELESCOPE, ELBOW M137/M137A1 TELESCOPE, PANORAMIC M17/M18 QUADRANT, FIRE CONTROL M171 MOUNT TELESCOPE M90A2 TELESCOPE WITH MOUNT M187 MOUNT, TELESCOPE M113A1 TELESCOPE, PANORAMIC M134A1 MOUNT, TELESCOPE M14A1 QUADRANT, FIRE CONTROL				
	OFF-CARRIAGE M139/M140 ALIGNMENT DEVICE M1A1 COLLIMATOR, INFINITY				
	MORTAR M224 HANDLE AND FIRING MECHANISM M64/M64A1 MOUNT TELESCOPE W/ELBOW				
	OTHER M58/M59 AIMING POST LIGHT M119A1 CARRYING CASE M198 CARRYING CASE M102 CARRYING CASE				
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>ECP'S/NOR'S FOR PERFORMANCE SPECS</u>			\$ _____	\$ _____
	SECURITY CLASS: Unclassified				
	CLIN 0044 ECP'S/NOR'S FOR PERFORMANCE SPECIFICATIONS				
	SPECIFICATION SHEETS				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	ON-CARRIAGE M14A1 ELBOW TELESCOPE M138 TELESCOPE, ELBOW M137/M137A1 TELESCOPE, PANORAMIC M17/M18 QUADRANT, FIRE CONTROL M171 MOUNT TELESCOPE M90A2 TELESCOPE WITH MOUNT M187 MOUNT, TELESCOPE M113A1 TELESCOPE, PANORAMIC M134A1 MOUNT, TELESCOPE M14A1 QUADRANT, FIRE CONTROL OFF-CARRIAGE M139/M140 ALIGNMENT DEVICE M1A1 COLLIMATOR, INFINITY MORTAR M224 HANDLE AND FIRING MECHANISM M64/M64A1 MOUNT TELESCOPE W/ELBOW OTHER M58/M59 AIMING POST LIGHT M119A1 CARRYING CASE M198 CARRYING CASE M102 CARRYING CASE (End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u>				
	NOUN: DD FORM 1423 SECURITY CLASS: Unclassified				
	Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.				
	A DD 250 IS NOT REQUIRED.				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p> PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001 </p>	<p align="right">Page 22 of 64</p>
---	--	---

Name of Offeror or Contractor:

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 CHANGED	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	01-DEC-1991

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE

(BA6700)

REQUIREMENTS CONTRACT. A. THIS DOCUMENT IS A REQUIREMENTS CONTRACT AS DEFINED IN FAR 16.502 AND ALL DELIVERY ORDERS ISSUED UNDER THE TERMS HEREOF SHALL INCORPORATE THE PROVISIONS HEREIN. SEILER INSTRUMENT & MANUFACTURING CO., INC., 170 EAST KIRKHAM AVE., ST. LOUIS, MO 63119-1791 (THE CONTRACTOR, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI), AS AN INDEPENDENT CONTRACTOR AND NOT AS AN AGENT OF THE UNITED STATES OF AMERICA (THE GOVERNMENT), UNDER DELIVERY ORDERS ISSUED PURSUANT TO THIS REQUIREMENTS CONTRACT, SHALL FURNISH THE GOODS AND SERVICES DESCRIBED IN THIS CONTRACT AND THE INCORPORATED STATEMENT OF WORK.

*** END OF NARRATIVE B001 ***

- A. REQUIREMENTS CONTRACT - A WRITTEN INSTRUMENT OF UNDERSTANDING BETWEEN THE CONTRACTOR AND THE GOVERNMENT, WHICH SETS FORTH THE NEGOTIATED PROVISIONS WHICH WILL APPLY TO ALL ORDERS ISSUED UNDER THE REQUIREMENTS CONTRACT.
- B. ORDER - A CONTRACTUAL INSTRUMENT USED FOR THE ACQUISITION OF SUPPLIES OR SERVICES WHICH INCORPORATES THE PROVISIONS OF THE REQUIREMENTS CONTRACT. EACH ORDER IS A SEPARATE CONTRACT BETWEEN THE GOVERNMENT AND THE CONTRACTOR AND MUST BE ACCEPTED BY THE CONTRACTOR BEFORE THE PROVISIONS OF THE ORDER AND THIS REQUIREMENTS CONTRACT BECOME BINDING. THE CONTRACTOR AGREES TO ACCEPT ORDERS ISSUED PURSUANT TO ORDERS AND ORDERING PROCEDURES AND FURTHER AGREES TO COMMENCE PERFORMANCE UNDER SUCH ORDERS IMMEDIATELY UPON RECEIPT AND ACCEPTANCE OF SAID ORDER.
- C. ORDER MODIFICATION - ANY WRITTEN ALTERATION OR DEFINITIZATION OF THE SPECIFICATIONS, DELIVERY POINT, RATE OF DELIVERY, PRICE, QUANTITY OR OTHER PROVISION OF ANY EXISTING ORDER, WHETHER ACCOMPLISHED BY UNILATERAL ACTION IN ACCORDANCE WITH A PROVISION OF THE ORDER OR REQUIREMENTS CONTRACT OR BY MUTUAL ACTION OF THE PARTIES, ORDER MODIFICATIONS INCLUDE:
1. BILATERAL ACTIONS SUCH AS SUPPLEMENTAL AGREEMENTS.
 2. UNILATERAL ACTIONS SUCH AS CHANGE ORDERS, ADMINISTRATIVE CHANGES AND NOTICES OF TERMINATION.
- D. THIS REQUIREMENTS CONTRACT REFERENCED TO HEREIN AS THIS AGREEMENT SHALL BE MODIFIED, AMENDED OR SUPPLEMENTED OR SUPERSEDED, ONLY BY A REVISION OF THIS REQUIREMENTS CONTRACT ITSELF. ANY SUCH REVISION SHALL BE IN THE FORM OF A SUPPLEMENTAL AGREEMENT SIGNED BY THE PARTIES HERETO. THIS REQUIREMENTS CONTRACT SHALL NOT BE MODIFIED, AMENDED OR SUPPLEMENTED, OR SUPERSEDED BY INDIVIDUAL ORDERS ISSUED HEREUNDER.
- E. ORDERS AND ORDERING PROCEDURES - 1. ONLY CONTRACTING OFFICERS OF TACOM-ACALA ARE AUTHORIZED TO ISSUE ORDERS UNDER THIS AGREEMENT. 2. THE CONTRACTOR IS NOT AUTHORIZED TO COMMENCE WORK, OR TO PROCURE OR MANUFACTURE MATERIAL UNTIL A WRITTEN ORDER IS ISSUED BY THE CONTRACTING OFFICER.

*** END OF NARRATIVE B002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 23 of 64
--------------------	--	---------------

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Status	Regulatory Cite	Title	Date
1 CHANGED 52.210-4511 ACALA	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS		01-MAR-1994
(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:			
SEE INDIVIDUAL DELIVERY ORDERS			
(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances'.			
(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/DMWR'S/SOW for which a substitute is provided and must be used are as follows:			
SEE INDIVIDUAL DELIVERY ORDERS			
(c) Other specifications and standards included in this TDP/DMWR/SOW that specify use of an ODS/ODC and have been approved for use are as follows:			
SEE INDIVIDUAL DELIVERY ORDERS			
(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.			
(End of Clause)			
(CS6191)			
2 CHANGED 52.248-4502 ACALA	VALUE ENGINEERING CHANGE PROPOSALS, ENGINEERING CHANGE PROPOSALS, WAIVERS AND DEVIATIONS		01-JAN-1997

(FOR REBUILD)

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), Request for Waivers (RFWs), Notice of Revisions (NORs) for the documents in the DMWR. The contractor shall prepare these documents in accordance with MIL-STD-973 including Interim Change Notices 1, 2, and 3, as tailored on the Document Summary List, and the accompanying DD Form 1423, Contract Data Requirements List (CDRL).

(a) A contractor who developed the DMWR shall submit ECPs in accordance with 5.4.2, RFDs in accordance with 5.4.3, and RFWs in accordance with 5.4.4 of MIL-STD-973.

(b) A contractor who did NOT develop the DMWR shall submit ECPs in accordance with 5.4.8.2, RFDs in accordance with 5.4.8.3, and RFWs shall be submitted in accordance with 5.4.8.4 of MIL-STD-973.

(c) For each document affected by an ECP, the contractor shall submit a NOR in accordance with 5.4.7 of MIL-STD-973.

(d) If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received and time and date stamped first by AMSTA-AR-EDT-R will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(e) Duplicate VECPs which are received subsequently will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their or other contracts.

End of Clause

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 24 of 64
Name of Offeror or Contractor:		

(CS6509)

C-3

REFERENCE THE SECTION C STATEMENT OF WORK (SOW) FOR ELIMINATION OF RADIOACTIVE LIGHT SOURCES (ERLS) APPLICABLE TO THIS PROCUREMENT AND ATTACHED HEREIN. (ATTACHMENT 001)

C-4

VALUE ENGINEERING CHANGE PROPOSALS, ENGINEERING CHANGE PROPOSALS, WAIVERS, AND DEVIATIONS. (FOR NEW ITEMS)

A. THE CONTRACTOR SHALL CONTROL THE DETAIL DESIGN DOCUMENTATION OF THE ERLS LIGHT KIT USING IT'S CONFIGURATION MANAGEMENT SYSTEM AND PROCESS. CHANGES THAT DO NOT AFFECT PERFORMANCE CHARACTERISTICS, SAFETY CHARACTERISTICS, INTERFACE CHARACTERISTICS, LOGISTICS CHARACTERISTICS, OR HUMAN FACTORS ENGINEERING CHARACTERISTICS OF THE ERLS LIGHT KIT AS DEFINED IN THE APPLICABLE GENERAL PERFORMANCE SPECIFICATION/SPECIFICATION SHEET MAY BE IMPLEMENTED BY THE CONTRACTOR USING THEIR INTERNAL CONFIGURATION MANAGEMENT SYSTEM AND PROCESSES. PROPOSED CHANGES, DEVIATIONS, OR WAIVERS WHICH MAY AFFECT PERFORMANCE CHARACTERISTICS, SAFETY CHARACTERISTICS, INTERFACE CHARACTERISTICS LOGISTICS CHARACTERISTICS, OR HUMAN FACTORS ENGINEERING CHARACTERISTICS OF THE ERLS LIGHT KIT AS DEFINED IN THE APPLICABLE GENERAL PERFORMANCE SPECIFICATION/SPECIFICATION SHEET SHALL BE SUBMITTED TO THE GOVERNMENT VIA ECP/RFD/RFW FOR GOVERNMENT APPROVAL PRIOR TO IMPLEMENTATION. RECEIPT OF CONTRACTUAL AUTHORIZATION SHALL CONSTITUTE THE SOLE AUTHORITY FOR THE CONTRACTOR TO EFFECT CHANGES WHICH REQUIRE GOVERNMENT APPROVAL. (REFERENCE ECP, NOR, RFD, & RFW CDRLS)

B. THE CONTRACTOR MAY SUBMIT ENGINEERING CHANGE PROPOSALS FOR THE DOCUMENTS CONTAINED IN THE TECHNICAL DATA PACKAGE. FOR EACH DOCUMENT AFFECTED BY AN ECP, THE CONTRACTOR SHALL SUBMIT A NOR. (REFERENCE ECP & NOR CDRLS)

C. REQUEST FOR DEVIATIONS (RFDS)/REQUEST FOR WAIVERS (RFWS). FOR NEWLY MANUFACTURED ITEMS, THE CONTRACTOR MAY SUBMIT REQUEST FOR DEVIATIONS (RFDS) AND/OR REQUEST FOR WAIVERS (RFWS) FOR THE DOCUMENTS IN THE TECHNICAL DATA PACKAGE. FOR MODIFIED ITEMS, THE CONTRACTOR MAY SUBMIT REQUEST FOR DEVIATIONS (RFDS) AND/OR REQUEST FOR WAIVERS (RFWS) FOR REQUIREMENTS CONTAINED IN THE APPLICABLE DEPOT MAINTENANCE WORK REQUIREMENTS (DMWS)/TECHNICAL MANUALS (TMS). (REFERENCE RFD & RFW DCRLS)

D. VECPS

1. IF THE GOVERNMENT RECEIVES THE SAME OR SUBSTANTIALLY THE SAME VECPS FROM TWO OR MORE CONTRACTORS, THE CONTRACTOR WHOSE VECP IS RECEIVED AND TIME AND DATE STAMPED FIRST BY TACOM - ARDEC, AMSTA-AR-EDT-R, ROCK ISLAND, IL 61299 WILL BE ENTITLED TO SHARE WITH THE GOVERNMENT IN ALL INSTANT, CONCURRENT, FUTURE, AND COLLATERAL SAVINGS.
2. DUPLICATE VECPS WHICH ARE RECEIVED SUBSEQUENTLY WILL BE RETURNED TO THE CONTRACTOR (S) WITHOUT FORMAL EVALUATION, REGARDLESS OF WHETHER OR NOT THE FIRST VECP HAS BEEN APPROVED AND ACCEPTED BY THE GOVERNMENT. IF THE FIRST VECP SUBMITTER'S PROPOSAL IS ACCEPTED BY THE GOVERNMENT, SUBSEQUENT SUBMITTERS WILL RECEIVE NO VECP SAVINGS UNDER THEIR OR OTHER CONTRACTS. (REFERENCE ECP CDRL)

*** END OF NARRATIVE C001 ***

C-5

ITEMS PROVIDED PURSUANT TO SECTION B SHALL CONFORM IN ALL ASPECTS WITH THE STATEMENT OF WORK AND REQUIREMENTS SET FORTH, CITED OR REFERRED TO IN INDIVIDUAL ORDER (S) PLACED AGAINST THIS REQUIREMENTS CONTRACT.

*** END OF NARRATIVE C002 ***

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Status	Regulatory Cite	Title	Date
1 CHANGED	52.211-4502 ACALA	PACKAGING REQUIREMENTS	01-SEP-1997
<p>(a) Packaging shall be in accordance with ASTM D 3951, revision 95, dated July 15, 1995. The unit package quantity shall be 001. Marking shall be in accordance with MIL-STD-129 ''Standard Practice for Military Packaging,'' revision N, dated 15 MAY 97. Bar code requirements apply.</p> <p>EXCEPTION: MARK PACKAGE CONTRACTOR REPAIRED</p> <p>(End of clause)</p> <p>(DS6404)</p>			
2 CHANGED	52.247-4521 ACALA	UNITIZATION/PALLETIZATION	01-MAR-1988
<p>(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.</p> <p>(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.</p> <p>(End of clause)</p> <p>(DS7203)</p>			

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 26 of 64
	PIIN/SIIN DAAE20-97-R-0249	MOD/AMD 0001	
Name of Offeror or Contractor:			

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

Status	Regulatory Cite	Title	Date
1 ADDED	52.246-15	CERTIFICATE OF CONFORMANCE	01-APR-1984
2	52.246-16	RESPONSIBILITY FOR SUPPLIES	01-APR-1984
3	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	01-AUG-1996
4	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	01-APR-1984
5	52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR - ALTERNATE I	01-APR-1984

E-6

PLACE OF INSPECTION AND ACCEPTANCE. The plant or plants of the Contractor or Subcontractor approved by the Administrative Contracting Officer are designated as the points for final inspection and acceptance by the Government of all the supplies to be furnished under this contract, unless specified otherwise in individual delivery orders. Government Procurement Quality Assurance (PQA) actions, to determine conformity of the supplies with applicable drawings and specifications, shall be accomplished by the Government's authorized Quality Assurance Representative (QAR) at the Contractor's/Subcontractor's plant(s) as set forth in the schedule for individual contract line items.

E-7. CONTRACT QUALITY REQUIREMENTS. The Contractor shall establish and maintain an inspection system equivalent to ANSI/ISO/ASQC Q9002 or a Government-approved system.

E-8. INSPECTION RECORDS. Inspection Records of the examination and test performed by the Contractor shall be kept complete and available to the Government for a period of four (4) years following completion of the contract.

*** END OF NARRATIVE E001 ***

E.9. EXAMINATIONS AND TESTS. All examinations or tests required to be performed by the contractor shall be subject to verification by the Government. Prior to the commencement of any such examination or tests, the contractor shall give notice to the Government or the authorized representative of the date, time, and place where said examinations and tests will be conducted. Verbal notice will be acceptable.

E.10. PROCESS INSPECTION - Contractor will accomplish 100% inspection of all rebuild/repair assemblies including final inspections and the government reserves the right to inspect and test at any point in the reabuild/repair process in accordance with the DMWR.

E.11. GOVERNMENT FURNISHED PROPERTY. If Government Furnished Property (GFP) items are provided under this contract, the Contractor shall report any deficiencies discovered on the GFP to the Government. Such deficiencies shall be reported by the Contractor utilizing his standard Defective Government Material (DGM) format or the Quality Deficiency Report Sf368, at his discretion. The Contractor shall furnish a report to the Government. The Government shall provide the Contractor disposition instructions for the defective items.

E.12. RECEIVING/FINAL TESTING. Control Testing shall be conducted for rebuilt items received from the Government prior to and after installation of the ERLS Kit by the Contractor. Testing shall be conducted in accordance with the applicable DMWR (Depot Maintenance Work Requirement).

*** END OF NARRATIVE E002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 27 of 64
---------------------------	---	----------------------

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	01-AUG-1989
2	52.242-17	GOVERNMENT DELAY OF WORK	01-APR-1984
3	52.247-29	F.O.B. ORIGIN	01-JUN-1988
4	52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID	01-JUN-1988
5	52.247-34	F.O.B. DESTINATION	01-JAN-1991
6 ADDED	52.247-37	F.O.B. VESSEL, PORT OF SHIPMENT	01-APR-1984
7	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	01-APR-1984
8	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	01-APR-1984
9	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	01-APR-1984
10	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	01-APR-1984
11	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	01-APR-1984
12	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	01-JAN-1991
13 CHANGED	52.247-4531 ACALA	COGNIZANT TRANSPORTATION OFFICER	01-MAY-1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

Status	Regulatory Cite	Title	Date
1 CHANGED	52.232-4500 ACALA	CONTRACT PAYMENT INSTRUCTIONS	01-AUG-1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

2 CHANGED	52.232-4503 ACALA	CONTRACTOR'S REMITTANCE ADDRESS	01-AUG-1994
-----------	----------------------	---------------------------------	-------------

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name_____

Address_____

City & State_____

(End of Clause)

(GS7015)

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

Status	Regulatory Cite	Title	Date
1 CHANGED	(52.246-4500 ACALA)	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	01-MAR-1988

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office
- Director
Armament and Chemical Acquisition and Logistics Activity
ATTN: AMSTA-AC-PCW-A/L. DITTMER
Rock Island, IL 61299-7630

2. FMS/MAP copies:

N/A

(End of clause)

(HS6502)

2 CHANGED	252.217-7026 DFARS	IDENTIFICATION OF SOURCES OF SUPPLY	01-NOV-1995
-----------	--------------------	-------------------------------------	-------------

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.
- (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National	Commercial	Source of Supply			Actual
Items	Stock	Item	Company	Address	Part No.	Mfg
(1)	Number	(Y or N)	(4)	(4)	(5)	(6)
(2)		(3)				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 30 of 64
Name of Offeror or Contractor:		

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list 'none.'

(3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

3 CHANGED 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA 01-NOV-1995
DFARS

(a) Definitions. As used in this clause--

(1) 'Components' means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) 'Department of Defense' (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) 'Foreign flag vessel' means any vessel that is not a U.S.-flag vessel.

(4) 'Ocean transportation' means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) 'Subcontractor' means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) 'Supplies' means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) 'Supplies' include (but is not limited to) public works; buildings and facilities; ships; floating equipment; and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) 'U.S.-flag vessel' means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001 </p>	<p style="text-align: center;">Page 31 of 64</p>
--	--	---

Name of Offeror or Contractor:

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 32 of 64
---------------------------	---	----------------------

Name of Offeror or Contractor:

non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item	Contract	Description	Line Item	Quantity	Total
(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.					

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(HA7502)

4 CHANGED 252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	01-NOV-1995
---------------------------------	---	-------------

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

- (1) Shall notify the Contracting Officer of that fact; and
 - (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

(HA7503)

5 CHANGED 52.247-4545 ACALA	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	01-MAY-1993
--------------------------------	--	-------------

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 33 of 64
	PIIN/SIIN DAAE20-97-R-0249	MOD/AMD 0001	

Name of Offeror or Contractor:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 34 of 64
	PIIN/SIIN DAAE20-97-R-0249	MOD/AMD 0001	

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
1	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	01-JAN-1997
2	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	01-JUN-1997
3	52.203-3	GRATUITIES	01-APR-1984
4	52.203-5	COVENANT AGAINST CONTINGENT FEES	01-APR-1984
5	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	01-JAN-1997
6	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	01-JUN-1996
7	52.211-5	MATERIAL REQUIREMENTS	01-OCT-1997
8	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	01-OCT-1997
9	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	01-OCT-1997
10	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	01-OCT-1997
11	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	01-OCT-1997
12	52.215-2	AUDIT AND RECORDS - NEGOTIATION	01-AUG-1996
13	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	01-OCT-1997
14	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	01-JUN-1997
15	52.222-26	EQUAL OPPORTUNITY	01-APR-1984
16	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	01-APR-1984
17	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	01-APR-1998
18	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	01-APR-1984
19	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	01-APR-1998
20	52.223-2	CLEAN AIR AND WATER	01-APR-1984
21	52.223-6	DRUG-FREE WORKPLACE	01-JAN-1997
22	52.225-10	DUTY-FREE ENTRY	01-APR-1984
23	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	01-MAY-1992
24	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	01-AUG-1996
25	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	01-JAN-1997
26	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	01-MAR-1996
27	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	01-JAN-1991
28	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	01-JAN-1991
29	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	01-APR-1984
30	52.232-1	PAYMENTS	01-APR-1984
31	52.232-11	EXTRAS	01-APR-1984
32	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	01-AUG-1987
33	52.232-17	INTEREST	01-JUN-1996
34	52.232-18	AVAILABILITY OF FUNDS	01-APR-1984
35	52.232-22	LIMITATION OF FUNDS	01-APR-1984
36	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	01-APR-1984
37	52.232-25	PROMPT PAYMENT	01-JUN-1997
38	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	01-AUG-1996
39	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	01-FEB-1997
40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	01-MAY-1997
41	52.233-3	PROTEST AFTER AWARD	01-OCT-1995
42	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	01-APR-1984
43	52.237-3	CONTINUITY OF SERVICES	01-JAN-1991
44	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	01-APR-1984
45	52.242-13	BANKRUPTCY	01-JUL-1995
46	52.242-2	PRODUCTION PROGRESS REPORTS	01-APR-1991
47	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	01-OCT-1995
48	52.243-1	CHANGES - FIXED PRICE	01-AUG-1987
49	52.243-1	CHANGES - FIXED-PRICE - ALTERNATE II	01-APR-1984
50	52.243-1	CHANGES - FIXED-PRICE - ALTERNATE I	01-APR-1984
51	52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE I	01-APR-1984
52	52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	01-AUG-1987
53	52.243-6	CHANGE ORDER ACCOUNTING	01-APR-1984
54	52.244-3	SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)	01-APR-1985
55	52.244-5	COMPETITION IN SUBCONTRACTING	01-DEC-1996
56 ADDED	52.245-16	FACILITIES EQUIPMENT MODERNIZATION	01-APR-1985

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 35 of 64
	PIIN/SIIN DAAE20-97-R-0249	MOD/AMD 0001	

Name of Offeror or Contractor:

Status	Regulatory Cite	Title	Date
57	52.245-18	SPECIAL TEST EQUIPMENT	01-FEB-1993
58	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	01-APR-1984
59	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS)	01-JAN-1986
60	52.245-9	USE AND CHARGES	01-APR-1984
61	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	01-APR-1984
62	52.246-23	LIMITATION OF LIABILITY	01-FEB-1997
63 ADDED	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS	01-FEB-1997
64	52.246-25	LIMITATION OF LIABILITY - SERVICES	01-FEB-1997
65	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	01-JAN-1997
66	52.249-14	EXCUSABLE DELAYS	01-APR-1984
67	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	01-SEP-1996
68	52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE IV	01-SEP-1996
69	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	01-APR-1984
70	52.251-1	GOVERNMENT SUPPLY SOURCES	01-APR-1984
71	52.253-1	COMPUTER GENERATED FORMS	01-JAN-1991
72	252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT	01-JUN-1997
	DFARS		
73	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	01-APR-1992
	DFARS		
74	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	01-DEC-1991
	DFARS		
75	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	01-NOV-1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
76	252.223-7004	DRUG-FREE WORK FORCE	01-SEP-1988
	DFARS		
77	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	01-JAN-1994
	DFARS		
78	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	01-DEC-1991
	DFARS		
79	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES	01-JAN-1997
	DFARS		
80	252.225-7010	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	01-JAN-1997
	DFARS		
81	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	01-SEP-1997
	DFARS		
82	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	01-FEB-1998
	DFARS		
83	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	01-JUN-1992
	DFARS		
84	252.227-7013	RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS	01-NOV-1995
	DFARS		
85	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	01-JUN-1995
	DFARS		
86	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	01-OCT-1988
	DFARS		
87	252.227-7036	CERTIFICATION OF TECHNICAL DATA CONFORMITY	01-JAN-1997
	DFARS		
88	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	01-NOV-1995
	DFARS		
89	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	01-DEC-1991
	DFARS		
90	252.232-7004	DOD PROGRESS PAYMENT RATES	01-NOV-1993
	DFARS		
91	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	01-AUG-1992
	DFARS		
92	252.242-7000	POSTAWARD CONFERENCE	01-DEC-1991
	DFARS		
93	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	01-SEP-1996
	DFARS		
94	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	01-DEC-1991
	DFARS		
95	252.243-7002	CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT	01-JUL-1997
	DFARS		

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001</p>	<p>Page 36 of 64</p>
----------------------------------	---	-----------------------------

Name of Offeror or Contractor:

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
96	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	01-DEC-1991
97 CHANGED	52.216-21	REQUIREMENTS	01-OCT-1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 days following contract expiration.

(IF6031)

98 CHANGED	52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	01-FEB-1995
------------	----------	--------------------------------------	-------------

(a) This clause does not apply to firm-fixed-price contracts and fixed-price contracts with economic price adjustment. However, it does apply to subcontracts resulting from unpriced modifications to such contracts.

(b) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if the Contractor does not have any approved purchasing system and if the subcontract--

- (1) Is proposed to exceed \$100,000; or
- (2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services, that in the aggregate are expected to exceed \$100,000.
- (c) The advance notification required by paragraph (b) above shall include--
 - (1) A description of the supplies or services to be subcontracted;
 - (2) Identification of the type of subcontract to be used;
 - (3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;
 - (4) The proposed subcontract price and the Contractor's cost or price analysis;
 - (5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001</p>	<p>Page 37 of 64</p>
----------------------------------	---	-----------------------------

Name of Offeror or Contractor:

Data, if required by other contract provisions;

(6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and

(7) A negotiation memorandum reflecting--

(i) The principal elements of the subcontract price negotiations;

(ii) The most significant considerations controlling establishment of initial or revised prices;

(iii) The reason cost or pricing data were or were not required;

(iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;

(vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(vii) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(d) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below: N/A

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations in subsection 15.903(d) of the Federal Acquisition Regulation (FAR).

(h) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(End of Clause)

(IF6071)

(a)''Head of the agency'' (also called agency head'') or ''Secretary'' means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term ''authorized representative'' means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 38 of 64
---------------------------	---	----------------------

Name of Offeror or Contractor:

- (i) Has been sold, leased, or licensed to the general public; or
- (ii) Has been offered for sale, lease, or license to the general public;
- (2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
- (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--
 - (i) Modifications of a type customarily available in the commercial marketplace; or
 - (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. 'Minor' modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
- (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
- (5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--
 - (i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and
 - (ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;
- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;
- (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Federal Government as part of an end item or of another component.
- (e) Nondevelopmental item means--
 - (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
 - (2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
 - (3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.
- (f) 'Contracting Officer' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (g) Except as otherwise provided in this contract, the term 'subcontracts' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 39 of 64
---------------------------	---	----------------------

Name of Offeror or Contractor:

End of Clause
(IF7252)

100 CHANGED 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT 01-JUL-1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

End of Clause

(IF7210)

101 CHANGED 52.203-7 ANTI-KICKBACK PROCEDURES 01-JUL-1995

(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 40 of 64
Name of Offeror or Contractor:		

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

End of Clause

(IF7211)

102 CHANGED 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH 01-AUG-1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

End of Clause

(IF7212)

103 CHANGED 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT 01-OCT-1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 41 of 64
---------------------------	---	-----------------------------

Name of Offeror or Contractor:

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

104 CHANGED 52.222-20 FAR WALSH-HEALEY PUBLIC CONTRACTS ACT 01-DEC-1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

105 CHANGED 52.227-1 AUTHORIZATION AND CONSENT 01-JUL-1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

106 CHANGED 52.233-1 DISPUTES 01-OCT-1995

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613)

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) ''Claim,'' as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However,

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center"> PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001 </p>	<p align="center">Page 42 of 64</p>
---	---	--

Name of Offeror or Contractor:

a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim--

- (A) Exceeding \$100,000; or
- (B) Regardless of the amount claimed, when using--
 - (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: 'I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.'

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision with 60 days of the request. For Contractor-certified claims or \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

(IF7249)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001 </p>	<p style="text-align: center;">Page 43 of 64</p>
--	---	---

Name of Offeror or Contractor:

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

108 CHANGED 52.245-2

GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)(AL 93-10)

01-DEC-1989

a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 44 of 64
Name of Offeror or Contractor:		

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon -

- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

g. Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 45 of 64
--------------------	--	---------------

Name of Offeror or Contractor:

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

k. Communications. All communications under this clause shall be in writing.

l. Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7112)

109 CHANGED 52.248-1

VALUE ENGINEERING (DEVIATION)

01-MAR-1989

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs", as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 46 of 64
Name of Offeror or Contractor:		

'Future unit cost reduction,' as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

'Government costs,' as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

'Instant contract,' as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

'Instant unit cost reduction' means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

'Negative instant contract savings' means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

'Net acquisition savings' means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

'Sharing base,' as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

'Sharing period,' as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) the end of a sharing period of 3-5 years, set at the discretion of the Contracting Officer after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted. The contracting officer's determination of the sharing period is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C.601-613.

'Unit,' as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

'Value engineering change proposal (VECP)' means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

Name of Offeror or Contractor:

- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
- (e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP and the decision as to which of the sharing rates applies shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).
- (f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS (figures in percent)				
		Sharing		Arrangement
		Incentive (voluntary)		Program (requirement) (mandatory)
Instant	Concurrent	Instant		Concurrent
		contract		and future
Contract	and future	rate	contract	rate
Contract	Contract Type			
			rate	rate

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 48 of 64	
	PIIN/SIIN	DAAE20-97-R-0249	MOD/AMD	0001

Name of Offeror or Contractor:

Fixed-price (other than incentive)	***	***	25	25
Incentive (fixed-price or cost)	*	***	*	25
Cost-reimbursement (other than incentive)**		****	***	15

5

1

* Same sharing arrangement as the contract's profit or fee adjustment formula.

** Includes cost-plus-award-fee contracts.

*** A rate between 50 and 75 percent set by the Contracting Officer for each VECP. This decision is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

**** A rate abetween 25 and 50 percent set by the Contracting Officer for each VECP. This decision is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-603.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall, be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determiningnetacquisitionsavings realized from concurrent or future contract savings;and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

- (i) Fixed-price contracts--add to contract price.
- (ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings. (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001 </p>	<p style="text-align: right;">Page 49 of 64</p>
--	---	--

Name of Offeror or Contractor:

Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
- (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) Collateral savings. If a VECP is accepted, the instant contract amount shall be increased, as specified in subparagraph (h)(5) above, by between 20 and 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

''These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.''

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms 'unlimited rights' and 'limited rights' are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF7889)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 50 of 64
--------------------	--	---------------

Name of Offeror or Contractor: _____
(IF7016)

111 CHANGED 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS 01-AUG-1997
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and Military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation.

(c) An offeror proposing to use an SPI process shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted, and the specific paragraph or other location in the solicitation where the military or Federal specification or standard is required;

(2) Provide a copy of the Department of Defense acceptance of the SPI process;

(3) Identify each facility at which the offeror proposes to use the specific SPI process; and

(4) Unless provided in response to paragraph (c)(2) of this clause, provide the name and telephone number of the cognizant Administrative Contracting Officer for each facility where the SPI process is proposed for use.

(d) Absent a determination at the head of the contracting activity or program executive officer level that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item and Subline Item Number and Requirement Citation: _____

Cognizant Administrative
Contracting Officer: _____

(End of clause)
(IA7008)

ORDERING:

1. ALL SUPPLIES AND SERVICES TO BE FURNISHED UNDER THIS CONTRACT SHALL BE ORDERED BY ISSUANCE OF WRITTEN DELIVERY ORDERS OR TASK ORDERS SIGNED BY AN AUTHORIZED GOVERNMENT CONTRACTING OFFICER. ORDERS MAY BE DATAFAXED.
2. ALL DELIVERY ORDERS AND TASK ORDERS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.
3. DELIVERY ORDERS AND TASK ORDERS MAY BE ISSUED FROM THE DATE OF EXECUTION OF THIS CONTRACT UNTIL THE DAY PRIOR TO ITS EXPIRATION.
4. THERE IS MINIMUM ORDER QUANTITY.
5. A SMALL ORDER FOR KITS (3 TO 10 EACH OF SOME ITEMS) MAY BE ORDERED AGAINST THE RESPECTIVE CLINS FOR TEST PURPOSES. PRICES SHALL BE SEPARATELY NEGOTIATED.
6. THERE IS NO MAXIMUM ORDER; HOWEVER, THE CONTRACTOR SHALL NOT BE REQUIRED TO DELIVER MORE THAN 1000 ITEMS (KITS OR KITS WITH APPLICATION) OR COMBINATION OF ITEMS IN A 30-DAY PERIOD.
7. THE GOVERNMENT MAY FROM TIME TO TIME ISSUE LARGE ORDERS WITH THE INTENT THAT THEY BE MANUFACTURED, INSTALLED, REPAIRED AND

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 51 of 64
---------------------------	---	-----------------------------

Name of Offeror or Contractor:

COMPLETED FOR DELIVERY OVER AN EXTENDED PERIOD OF MONTHS. THE REQUIRED TURNAROUND TIME WILL NOT BEGIN TO RUN UNTIL SUCH UNITS ARE RECEIVED AT THE CONTRACTOR'S FACILITY.

8. IF MORE THAN 1000 FIELD UNITS ARE CONCURRENTLY ON HAND FOR THE CONTRACTOR TO RETROFIT, THE CONTRACTOR AND THE GOVERNMENT SHALL AGREE ON THE PRIORITIZATION OF EFFORTS AMONG THE ORDERS AND/OR TYPES OF ITEMS.

*** END OF NARRATIVE I002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 52 of 64
---------------------------	---	----------------------

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 CHANGED	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	01-FEB-1998

(a)(1) The standard industrial classification (SIC) code for this acquisition is 3499.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it_____is,_____is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block(b)(1) of this section.) The offeror represents as part of its offer that it_____is,_____is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it_____is,_____is not a women-owned small business concern.

(c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001</p>	<p align="center">Page 53 of 64</p>
---	---	--

Name of Offeror or Contractor:

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

End of provision

(KF6006)

2 CHANGED 52.203-2

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

01-APR-1985

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001 </p>	<p style="text-align: center;">Page 54 of 64</p>
--	---	---

Name of Offeror or Contractor:

3 CHANGED 52.204-3 TAXPAYER IDENTIFICATION 01-JUN-1997

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status", as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the IRS to be used by the contractor in reporting income tax and other returns.

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- () TIN: _____
- () TIN has been applied for.
- () TIN is not required because
- () Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - () Offeror is an agency or instrumentality of a foreign government;
 - () Offeror is an agency or instrumentality of a Federal, state, or local government;
 - () Other. State basis. _____

(d) Corporate Status.

- () Corporation providing medical and health care services or engaged in the billing and collecting of payments for such services;
- () Other corporate entity;
- () Not a corporate entity;
- () Sole proprietorship
- () Partnership
- () Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- () Name and TIN of common parent:

Name: _____

TIN: _____

(KF7043)

4 CHANGED 52.204-5 WOMEN-OWNED BUSINESS 01-OCT-1995

(a) Representation. The offeror represents that it _____is,_____is not a women-owned business concern.

(b) Definition. "'Women-owned business concern,'" as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by on or more women.

End of provision

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 55 of 64
---------------------------	---	----------------------

Name of Offeror or Contractor:

(KF7064)

5

CHANGED 52.207-4

ECONOMIC PURCHASE QUANTITY - SUPPLIES

01-AUG-1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(KF7003)

6

CHANGED 52.209-5

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS

01-MAR-1996

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()
presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()
have not (),
within a 3-year period preceding thisoffer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ()
are not ()
presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivison (a)(1)(i)(B) of this provision.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001</p>	<p align="center">Page 56 of 64</p>
---	---	--

Name of Offeror or Contractor:

(ii) The Offeror has ()
has not (),
within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(KF7033)

7 CHANGED 52.215-4 TYPE OF BUSINESS ORGANIZATION 01-OCT-1997

The offeror or respondent, by checking the applicable box, represents that--

- (a) It operates as,
- () an individual,
- () a partnership,
- () a nonprofit organization,
- () a joint venture, or
- () a corporation incorporated under the laws of the State of_____.

- (b) If the offeror or respondent is a foreign entity, it operates as
- () an individual,
- () a partnership,
- () a nonprofit organization,
- () a joint venture, or
- () a corporation, registered for business in (country)_____.

(End of Provision)

(KF7022)

8 CHANGED 52.215-6 PLACE OF PERFORMANCE 01-OCT-1997

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation,
- () intends,
- () does not intend
- (check applicable block)
- to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

- (b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces

Name of Offeror or Contractor:

provided below the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, COUNTY, STATE, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

(End of provision)
(KF7023)

9 CHANGED 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS 01-APR-1984

The offeror represents that -

?(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(KF7019)

10 CHANGED 52.222-25 AFFIRMATIVE ACTION COMPLIANCE 01-APR-1984

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(KF7020)

11 CHANGED 52.223-1 CLEAN AIR AND WATER CERTIFICATION 01-APR-1984

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is (), is not () listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(KF7021)

12 CHANGED 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE 01-DEC-1991
DFARS

(a) Definitions.

'Domestic end product,' 'qualifying country,' 'qualifying country end product,' and 'nonqualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitaion.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonnqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
_____	_____

Name of Offeror or Contractor:

(KA7702)

13 CHANGED 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA 01-DEC-1991
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term ''supplies'' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 60 of 64
---------------------------	---	-----------------------------

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(LA7001)

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS)	01-JUN-1997
2	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	01-APR-1984
3	52.232-13	NOTICE OF PROGRESS PAYMENTS	01-APR-1984
4 CHANGED	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	01-SEP-1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LP6014)

5 ADDED	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA, ALTERNATE III	01-OCT-1997
---------	-----------	---	-------------

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial marketplace that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale , original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001</p>	<p>Page 61 of 64</p>
----------------------------------	--	-----------------------------

Name of Offeror or Contractor:

provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in Far 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media -1-

End of provision

(LF6027)

6 CHANGED 52.215-5 FACSIMILE PROPOSALS 01-OCT-1997

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Bidders may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is:(309) 782-7289 (1) _____ (insert telephone number.)

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document -

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror: and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

(LF6026)

7 CHANGED 52.216-1 TYPE OF CONTRACT 01-APR-1984

The Government contemplates award of a Requirements Contract, with firm fixed price line items and time and material line items, resulting from this solicitation.

(LF6008)

8 CHANGED 52.233-2 SERVICE OF PROTEST 01-OCT-1995

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 62 of 64
---------------------------	---	----------------------

Name of Offeror or Contractor:

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the ACALA, AMSTA-AC-PCW-A/Mr. Barry Hartleben, Rock Island, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

End of Clause

(LF6254)

9 CHANGED 15.804-4 FAR REQUIREMENT FOR CERTIFICATION OF CURRENT COST OR PRICING DATA

(a) Upon completion of negotiation of the offeror's proposal and agreement on the contract price, a Certificate of Current Cost or Pricing Data per FAR 15.804-4 shall be submitted by the offeror if required by FAR 15.804-2. If exemption from cost or pricing data requirements is claimed for a reason set forth in FAR 15.804-3, SF Form 1412 is required to be submitted with the offeror's proposal.

(b) In addition, any offeror who is required to submit and certify cost or pricing data in accordance with FAR 15.804-2(a) shall submit with his own submission, or procure the submission of, accurate, current and complete cost or pricing data, on the appropriate form prescribed by FAR 52.215-2, from his prospective subcontractor in support of each subcontract cost estimate included in the offeror's submission whenever subcontractor data are required in accordance with FAR 15.804-2. Prospective subcontractor cost or pricing data when required shall be accurate, complete and current as of the same date specified in the offeror's Certificate of Current Cost or Pricing Data.

(LF7010)

10 CHANGED 15.804-6(b) REQUIREMENT FOR SUBMITTING COST OR PRICING DATA
FAR

(a) A completed Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet, is required to be submitted with this proposal.

(b) The SF 1411 shall be submitted simultaneously to the Contracting Officer and the Administrative Contracting Officer.

(c)(1) If your estimating system employs an electronic spreadsheet or database listed below in proposal preparation and is IBM PC DOC/CPM compatible, please provide a copy of the proposal in the appropriate magnetic media, along with the printed copy. When submitting in magnetic format please include the description of the software used; i.e., Lotus 1-2-3 software. The preferred method for receipt of data would be via 5.25" DSDD floppy disks or 3.5" hard disks. The disks should be sent appropriately protected, in "mailers" so that they will arrive in readable/usable format. Data can also be transmitted electronically. Call 309 782-6247 or 6154 for details.

(2) If you do not employ the following IBM PC Compatible software, you need not submit via magnetic or electronic media:

Lotus 1-2-3 (either WK1 or Wk3 extensions)
DBase II, III, III-plus or IV
DIF
Visicalc
Enable through Version 2.0
Multiplan V4.2
Supercalc4

Symphony through Version 2

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 63 of 64
	PIIN/SIIN DAAE20-97-R-0249	MOD/AMD 0001	

Name of Offeror or Contractor:

(End of provision)

(LF7014)

11 CHANGED 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS 01-APR-1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-R-0249 MOD/AMD 0001	Page 64 of 64
--------------------	--	---------------

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

Status	Regulatory Cite	Title	Date
1 CHANGED	252.225-7003 DFARS	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	01-DEC-1991

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____.

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(d) Offers will be evaluated on a duty included basis except to the extent that--

(1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or

(2) The duty-free price is specified for use in the evaluation procedure.

(End of provision)

(MA7700)